

Tennessee Housing Development Agency Housing Choice Voucher Program

APPLICANT BOOKLET



THDA'S MISSION

To be the lead State Agency promoting sound and affordable housing for people who need help.

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Tennessee Housing Development Agency is committed to principles of equal opportunity, equal access, and affirmative action.

EQUAL HOUSING OPPORTUNITY

TDD (615) 532-2894.

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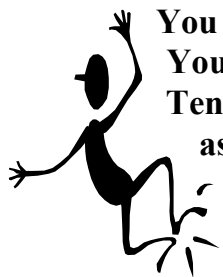
TABLE OF CONTENTS

How the Program Works	4
Questions, Answers, and Other Concerns	4
Term of the Housing Choice Voucher	8
How and When to Request Extensions of the Voucher	6
How THDA Determines your Rental Subsidy.....	9
Subsidy Standards	9
Unit Size Guidelines	9
What to Consider when Searching for a Unit	13
Summary of Housing Quality Standards	13
Family Responsibilities	14
Summary of Informal Review/Hearing Procedures.....	16
Relocating with Continued Assistance	17
Citizenship Requirements	18
Fair Housing	20
List of Forms and Explanation	23

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WELCOME TO THE HOUSING CHOICE VOUCHER PROGRAM!



You have been waiting a long time for the opportunity to participate in this program. Your name has finally come to the top of the waiting list, and you are ready for the Tennessee Housing Development Agency (THDA) to determine if you are eligible for assistance. This booklet will explain how the program works and, hopefully, will answer many of your questions. You will see a video presentation to better explain the information in the booklet, and also meet with a THDA representative. If there is anything you do not understand, it is VERY important that you ask questions. It is important that you have a clear and complete understanding of how the program works, and what your rights and responsibilities are before your assistance begins.

THE HOUSING CHOICE VOUCHER PROGRAM

The Housing Choice Voucher program provides monthly rental assistance for participants who want to rent from a private landlord but can not afford the full monthly rental payment. The Housing Choice Voucher program is funded by the U.S. Department of Housing and Urban Development (HUD). THDA administers the Housing Choice Voucher program for HUD in 78 Tennessee counties. Housing Choice Voucher program regulations are established by HUD and THDA.

ELIGIBILITY

Eligibility for the program is primarily determined by family composition and income. Other factors in determining eligibility include, but are not limited to: citizenship status, previous participation in federally subsidized housing programs, criminal history, and age (you must be at least 18 years of age or an emancipated minor). The allowable annual household income (or income limit) is established by HUD.

THE HOUSING CHOICE VOUCHER

If you are determined eligible for the Housing Choice Voucher program, you will be issued a voucher of participation.

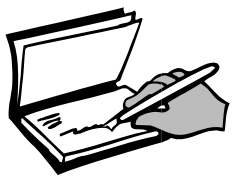


The first term of the Housing Choice Voucher is 60 days.

You must submit a Request for Tenancy Approval (see "Forms to Share with a Prospective Landlord") before the end of the 60-day period unless you have contacted your THDA field representative and requested an extension (prior to the expiration date). Your field representative will schedule an inspection for the unit ONLY after receiving your Request for Tenancy Approval. THDA offers a model lease that your landlord may decide to use. If your landlord wants to use his own lease, *you must also submit an unsigned copy of the lease along with the Request for Tenancy Approval.*

Do not give your voucher to anyone. You may need to show it to the landlord to verify that you are eligible for the Housing Choice Voucher program, but do not let a landlord or anyone else keep your voucher.

AMOUNT OF RENTAL SUBSIDY



The amount of subsidy in the Housing Choice Voucher program is determined by the Payment Standard (the maximum amount THDA may pay for rent and utilities on a family's behalf), the family's income, and the amount of rent and utilities for the unit selected. ***The exact amount you will pay per month toward rent cannot be determined until a specific unit is selected.***

In the Housing Choice Voucher program, you may not pay more than 40% of your monthly-adjusted income for rent and utilities if you select a unit where the gross rent (rent and utilities) exceeds the Payment Standard for the county. Thus, it is a good idea to search for a unit where the rent and utility allowance (as determined by THDA) are less than the Payment Standard.

If you require a specific accommodation to participate in this program, please contact your field representative.





HOW THE PROGRAM WORKS

The following is a basic guideline of how the program works:

1. A family is determined to be eligible.
2. The family is issued a Housing Choice Voucher.
3. The family searches for a unit to rent.
4. When the family finds a unit, they ask the owner or landlord if they will accept the family as a tenant.
5. The owner and family sign a Request for Tenancy Approval and submit it and a copy of the lease (if the owner is using his own lease) to the THDA staff. A Lead Based Paint Disclosure form must also be submitted if the unit was built in 1978 or earlier.
6. If the owner's lease and rent amount are acceptable, the THDA staff conducts an inspection.
7. If there are repairs to be made, the repairs must be completed before assistance may begin.
8. Once repairs are completed, the owner and tenant sign a lease.
9. The family pays the security deposit.
10. The owner signs a contract with THDA.
11. The family moves into the unit.
12. Each month a portion of the rent is paid to the owner by THDA, and the family pays their portion directly to the owner.
13. The family reports certain changes in income and family composition.
14. The family's eligibility is recertified at least once a year.
15. A unit must be reinspected each year.
16. Relocations are possible (after the initial 12-month period).



QUESTIONS, ANSWERS & OTHER CONCERNS

What Is The Housing Choice Voucher Program?

The Housing Choice Voucher program is a rental assistance program that is funded by the federal government through the U.S. Department of Housing and Urban Development. The Tennessee Housing Development Agency (THDA) is one of several agencies in Tennessee that administers the program for the federal government. THDA administers the program in 78 counties. There are local public housing authorities that administer the program in the same and other counties.

The purpose of the program is to enable eligible families or individuals to have decent, safe, and sanitary housing by paying a portion of rental costs, which includes rent and utilities (not phone or cable), on behalf of a family.

What is the difference between the Housing Choice Voucher and the regular Section 8 Voucher and Certificate Programs?

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 merged the Certificate and Voucher programs into a single rental assistance program, the Housing Choice Voucher program.

In the Housing Choice Voucher program, the rent payment is based on the lesser of the Payment Standard or the gross rent of the unit (rent and utilities). The family may rent a unit that rents for more than the Payment Standard and pay a greater portion of their income for rent and utilities. If, however, the family selects a unit where the gross rent (rent and utilities) exceeds the Payment Standard, their tenant rent payment

may not exceed 40% of their monthly-adjusted income (at the time the family initially moves into the unit only).

Typically, the family pays between 30 and 40% of their monthly adjusted income for rent and utilities, and THDA pays the remainder of the rent payment directly to the landlord. Some families may qualify for assistance with their utility payments, but most families simply receive the utility allowance as an offset against monthly rental costs.

What Is A Payment Standard?

Under the Housing Choice Voucher program, the Payment Standard is the maximum amount of subsidy that may be paid for a family. The Payment Standard is between 90 and 110 percent of the Fair Market Rent. Each year HUD publishes Fair Market Rents (FMRs) for each county in the United States. If the family rents a unit where rent and utilities exceed the Payment Standard, the family's portion of the rent will be higher. Families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the Payment Standard (at initial move-in only).

What Size Voucher Am I Eligible For?

The size issued is based on the number of persons in the household, their ages, sex, and relationship. See page 11, SUBSIDY STANDARDS

How Much Will The Program Pay?

How much assistance is provided differs from family to family. It primarily depends on:

- How many people are in the household;
- How much income the household has;
- Household deductions and allowances;
- What size voucher the family has been issued;
- The size of the rental unit;
- The amount of rent charged by the owner;
- What utilities are paid by the family and what utilities are paid by the owner.

The THDA staff will review with you exactly how much income is counted for your family and the types and amounts of any deductions. See page 9, HOW THDA DETERMINES YOUR RENTAL SUBSIDY for a detailed explanation and example of how the Housing Choice Voucher rental subsidy is calculated.

How is the Utility Allowance determined?

THDA establishes utility allowances for each utility (e.g. water, sewer, gas, electricity, etc.) annually.

When you select a unit, a utility allowance is given for each utility that is not included in your rent payment (e.g. that you are responsible for paying in addition to your rent). Some families are eligible for utility payment assistance, but most families simply receive the utility allowance as an offset against monthly rental costs.

To Whom Is the Assistance Paid?

The assistance is sent directly to the owner. The family is responsible for paying their portion of the rent directly to the owner. If a family is eligible for assistance toward utilities, the amount is sent to the family. The family is responsible for paying utility bills for which they are responsible.

May An Owner Refuse To Participate In The Program Or Refuse To Rent To A Voucher Holder?

Owners are not required to participate in the Housing Choice Voucher program. Owners may screen prospective tenants. Owners may apply the same screening criteria to voucher holders that they apply to nonsubsidized tenants. For example, they may check credit or former landlord references. THDA is required to make available to potential landlords the name and address of your current and previous landlords. THDA will also inform landlords if you have previously been evicted, or if your assistance has ever been terminated for certain criminal acts. If you think an owner is refusing to rent to you because of race, color, creed, religion, disability, age, or familial status, you may file a discrimination complaint. See page 20, FAIR HOUSING.

What Size Unit Should I Look For?

Generally, it is best to search for the unit size allocated on your voucher. However, it may be possible to rent a unit larger or smaller than your allocation. There are certain restrictions. See page 11, UNIT SIZE GUIDELINES.

What Type Units May Be Rented?

Eligible unit types include:

*APARTMENTS * HOUSES * MOBILE HOMES *

The elderly and disabled may also choose to live in a group setting, such as a group home or an assisted living facility.

The unit must be privately owned. The family receiving assistance cannot have any financial interest in the unit

unless they are a participant in the Homeownership Voucher Program..

The owner of the unit may not be related to you (mother, father, stepmother, stepfather, child, stepchild, brother, sister, stepbrother, stepsister, grandparent, uncle or aunt) or any other member of the household, unless the family includes a member with a disability.

Housing Choice Voucher rental assistance cannot be used in a unit that is already subsidized, such as public housing. Families may not receive assistance under two programs at one time. For example, a family may not live in public housing and rent a unit under the Housing Choice Voucher program. This is called a "double subsidy". It is possible to use Housing Choice Voucher assistance in Rural Development apartments and low income housing tax credit (LIHTC) developments.

There are no designated Housing Choice Voucher units. Each family is free to choose the unit they wish to rent. However, the unit chosen must meet the following conditions:

- The owner must be willing to participate in the program.
- The owner must be willing to sign a lease with the family.
- The owner must not be related to any household member (unless a family member is disabled).
- The unit must pass an inspection.
- The rent requested by the owner must be reasonable in comparison to other nonsubsidized rents for comparable units in the area.
- The unit must not be owner occupied.
- The unit must be the right size for the family and program guidelines.
- The owner's proposed lease must be acceptable.

Final acceptability of a unit is the decision of the THDA staff.

Will the THDA staff find a place for me to live?

No. Each family is responsible for finding the housing of their choice that meets program requirements. However, the staff may provide suggestions of owners to contact when available. Your THDA Field Representative has a listing of landlords who participate in the Housing Choice Voucher program. You will be given this list at your initial briefing.

If you are disabled and need a specific accommodation in locating housing to suit your needs, please contact your Field Representative. Your Field Representative will work with you to locate a unit that meets your specific needs.

How Do I Find A Unit To Rent?

1. You may be living in a rental unit that is acceptable for the program. It must meet the conditions detailed in WHAT TO CONSIDER WHEN SELECTING A UNIT on page 13.
2. Check local newspapers and ads.
3. Check with local realtors.
4. Check with local apartment managers.
5. Ask friends and relatives if they know of rental units.
6. Drive through neighborhoods looking for vacant units or "For Rent" signs.
7. Ask the THDA staff for a list of owners with available units.

In some counties, it is easier to find a place than in others. Don't give up. You have to work at finding a good place to live.

If you have a disability that makes looking for a unit difficult, or if you need a unit that is handicap accessible, please let the staff know. They will discuss with you the kind of special assistance that is available.

How long do I have to find a place?

Your voucher is good for sixty (60) days. There is a possibility of being granted 2 extensions of 30 days each (as long as you request the extension before the expiration of the voucher). If a unit is not located during that time, you forfeit your Housing Choice Voucher and must reapply to the Housing Choice Voucher program. See page 8, HOW AND WHEN TO REQUEST EXTENSIONS OF THE VOUCHER.

May I move in when I find a place?

No. An inspection must be conducted, and any needed repairs completed. A lease and contract must be signed. If you move into the unit before the inspection process is complete, and the unit has not passed an inspection, you will be responsible for paying all of your rent until the unit passes an inspection.

Is it possible to receive assistance where I presently live?

Check with the THDA staff. The unit must be the correct size, it must pass inspection, the rent must be within the guidelines, and the owner must be willing to participate in the program and enter into a new lease agreement.

Do I have to sign a lease?

Yes. The program requires the owner and tenant to sign a lease for a minimum of a year or a term that is market practice in the community (6 month leases will be considered for approval). The owner may use his lease with a HUD Tenancy addendum or the THDA's model lease. The owner may have house rules, if approved, as an addendum to the THDA model lease.

The lease is between the owner and the tenant and spells out the conditions of the tenancy. Do not sign a lease until THDA has approved it.

Does the Housing Choice Voucher program pay the owner's security deposit?

No. The program does not pay the security deposit. The family must pay the security deposit. An owner may collect a security deposit that does not exceed security deposits charged for nonsubsidized units in the area.

Who is responsible for having utilities connected?

If the family is responsible for paying a utility, the utility should be connected in the family's name. Subsidy cannot be paid if utilities are not connected. The family is responsible for paying utility deposits for any utilities in the family's name.

What are my responsibilities as a Tenant?

As a tenant under the Housing Choice Voucher program, you have responsibilities to the property owner and THDA. See page 14, FAMILY OBLIGATIONS and RESPONSIBILITIES.

What if I want to move?

If you want to move to another area within your community or another area within the State of Tennessee that is under THDA's jurisdiction, see page 17, RELOCATIONS. If you want to move to another state, see the Notice of Portability in the "FORMS YOU SHOULD KEEP" section.

What Type of Income must be Reported?

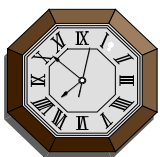
All income to which any household member has access must be reported to THDA. This includes (but is not limited to): wages, welfare assistance, Social Security, disability, unemployment, child support, other family support, etc. If a family member or friend gives you money to help with bills, you must report this income. If you share a joint checking or savings account with a friend or family member (whether or not they live with you), this income must be reported.

All assets with a value of \$100 or greater must be reported to THDA. This includes (but is not limited to): savings accounts, money market accounts, real estate (including jointly owned property), etc.

Failure to report all sources of income and any change in income amount or source within 14 days of the change is grounds for termination of assistance. *IRS tax records, Department of Human Services (DHS) records and Social Security Administration records may be utilized to verify gross annual income.*

It is important that you consistently report income to all government agencies. If you have reported that you earned \$8,000 dollars in wages during a particular year to the IRS, you need to report \$8,000 dollars in wages to THDA. If you have reported that you receive child support of \$3,000 dollars during a particular year to DHS, you need to report \$3,000 dollars in child support to THDA.

HUD is working in cooperation with the IRS to conduct income matches each year. If you have failed to report income to the THDA (that is not excluded based on program regulations) that you have reported to the IRS, you will receive a letter from HUD stating that you have an income discrepancy in the Housing Choice Voucher program. If the discrepancy is due to failure to report income, you will be required to repay any overpaid subsidy made during the calendar year that you failed to report the income.



TERM OF THE HOUSING CHOICE VOUCHER

A Housing Choice Voucher is good for sixty (60) days from the date of issuance. Issue and expiration dates are shown on the front of the voucher form. Two 30-day extensions may be offered, for a **maximum of 120 days**, if you contact your field representative prior to the expiration of the voucher and request an extension.

HOW AND WHEN TO REQUEST AN EXTENSION OF THE VOUCHER

If the family does not find a unit within the initial sixty (60) days, they may request an extension in writing or verbally. However, the request for an extension must be made prior to the expiration date (printed on the front of the voucher).

THDA reserves the right to determine if an extension is granted. Factors taken into consideration include, but are not limited to, the following:

- Length of the waiting list
- Number of available Housing Choice Vouchers
- The family's efforts to locate a unit

If approved, an extension of thirty (30) days may be given. The family may be given a verbal notice or a written notice may be sent informing them that their request has been denied or approved. If approved, the notice states the new expiration date. A copy of the notice to the tenant is placed in the file. One additional 30-day extension may be given. The family must again make this request.

Under no circumstance may the term of the Housing Choice Voucher exceed 120 days, unless the family includes a member with a disability and can not locate a unit within the 120 day maximum due to factors associated with the disability.

A family must submit a Request for Tenancy Approval before the expiration date of the voucher for the process to continue. The unit does not have to be inspected prior to the expiration date. If a unit is inspected after the expiration of the voucher and does not pass inspection, and the owner will not make the needed repairs, the family is denied Housing Choice Voucher assistance. The family must re-apply for the program unless the family is eligible for an extension.

The Request for Tenancy Approval does not "suspend" the voucher search period. If an Request for Tenancy Approval is submitted just prior to or on the expiration date, the unit must be inspected and pass an inspection no more than 30 days after the date the Request for Lease Approval is received by THDA.

If the family does not find a unit within the sixty-day term plus extensions, the family must reapply to the Housing Choice Voucher program if they are still interested.



HOW THDA DETERMINES YOUR RENTAL SUBSIDY

Rules and formulas from the federal government determine the amount of rent each family pays toward their rent and utilities. The steps for determining the amount each family pays in the Housing Choice Voucher program are:

- Step 1:** Determine the total gross annual income for the family. Annual income includes gross income of all types for all household members. Divide the gross annual income by 12 to determine *gross monthly income*.
- Step 2:** Determine if there are any allowable deductions. There is a \$480 deduction for all members of the household under age 18 or who are over 18 but disabled or a full-time student (not head or spouse). There is a \$400 household deduction if the head or spouse is over 62 or disabled. If the head of household or spouse is over 62 or disabled, allowable medical expenses may be considered. If the head or spouse is working or attending school, allowable child care expenses may be considered.
- Step 3:** Subtract any allowable deductions from the gross annual income to determine the adjusted annual income. Divide the adjusted annual income by 12 to determine *monthly adjusted income*.
- Step 4:** Multiply the *gross monthly income* (amount in Step 1) by 10%.
- Step 5:** Multiply the *adjusted gross monthly income* (amount in Step 3) by 30%.
- Step 6:** The *Total Tenant Payment (TTP)* is the greatest of the amount in Step 4, Step 5 or \$25.
- Step 7:** Determine the amount of rent asked by the owner.
- Step 8:** Determine what utilities the family is responsible for and then determine a utility allowance using a standard utility allowance schedule (ask your field representative for a utility allowance table for your county).
- Step 9:** Rent plus the utility allowance is the *Gross Rent* for the unit.
- Step 10:** Compare the gross rent to the payment standard. The lesser of the Gross Rent or Payment Standard is used as the *Payment Standard*.
- Step 11:** Subtract TTP (amount in step 6) from the Payment Standard for the *Maximum Subsidy*
- Step 12:** Subtract the Gross rent (amount in Step 9) from the Maximum Subsidy (amount in Step 11) for the *Total Family Contribution**
- Step 13:** Subtract gross rent (amount in Step 9) from the Total Family Contribution (amount in Step 12)
- Step 14:** The lower of the Maximum Subsidy (amount in Step 11) or the amount in Step 13 is your total *Voucher Subsidy*
- Step 15:** The lower of Rent to Owner (not including utilities) or the Total Voucher Subsidy (amount in Step 14) is your *Housing Assistance Payment* (payment made by THDA to your owner)
- Step 16:** The Rent to Owner (not including utilities) minus the Housing Assistance Payment (amount in Step 15) is your *Family Rent to Owner* (payment made by you to the owner)
- Step 17:** Total Voucher Subsidy (amount in Step 14) minus the Housing Assistance Payment (amount in Step 15) is your *Utility Reimbursement*. If the amount is negative OR \$0, you do not qualify for a utility reimbursement.

*If your Total Family Contribution (amount in Step 12) exceeds 40% of your monthly adjusted income (see the front of this booklet) AND the Gross Rent of the unit exceeds the Payment Standard, the unit you have selected may not be approved. You need to shop for a less expensive unit.

Here is an example of the Housing Choice Voucher program rent calculation

A family of four members (one adult, one disabled spouse, one minor boy age 6 and one minor girl age 12) earns \$8,000 per year in wages and \$4,000 per year in family support. The family selects a 3 bedroom unit that rents for \$500. The family is responsible for all utilities, and the utility allowance (as determined by THDA) is \$95. The Payment Standard (as determined by THDA) is \$575.

- Step 1:** \$8,000 plus \$4,000 = \$12,000 gross annual income.
Gross monthly income: \$12,000 divided by 12 months = \$1,000.
- Step 2:** Allowable deductions = \$400 (disabled adult); \$480 (for each child) for a total of \$1,360.
- Step 3:** Adjusted annual income = \$12,000 minus \$1,360 = \$10,640.
Monthly adjusted income = \$10,640 divided by 12 months = \$887.
- Step 4:** \$1,000 multiplied by 10% = \$100
- Step 5:** \$887 multiplied by 30% = \$266
- Step 6:** Total Tenant Payment = \$266 (\$266 is greater than \$100 or \$25)
- Step 7:** Rent to owner = \$500
- Step 8:** Utility Allowance = \$95
- Step 9:** Gross rent = \$595
- Step 10:** The lesser of the gross rent and the payment standard is \$575. Thus, the Payment Standard is \$575.
- Step 11:** The total tenant payment (\$266) minus the Payment Standard (\$575) = \$309. The maximum subsidy is \$309.
- Step 12:** The Gross Rent (\$595) minus the Maximum Subsidy (\$309) = \$286. The total family contribution is \$286.
40% of the family's monthly adjusted income is \$355. The unit may be approved because the family's total family contribution (\$286) is less than 40% of their monthly adjusted income (\$355).
- Step 13:** The Gross Rent minus the Total Family Contribution = \$309.
- Step 14:** The Maximum Subsidy is \$309, and the amount in Step 13 = \$309. The Total Voucher Subsidy is \$309.
- Step 15:** The lesser of the Rent to Owner (\$500) or the Total Voucher Subsidy (\$309) = \$309.
The Housing Assistance Payment = \$309.
- Step 16:** The Rent to Owner (\$500) minus the Housing Assistance Payment (\$309) = \$191.
The Family Rent to Owner = \$191.
- Step 17:** The Total Voucher Subsidy (\$309) minus the Housing Assistance Payment (\$309) = \$0. Therefore, this family does not qualify for a utility reimbursement.

SUBSIDY STANDARDS

Standards used to issue the appropriate voucher size are as follows:

ISSUED		
<i>Voucher Size</i>	<i>Minimum # Persons In Household</i>	<i>Maximum # Persons In Household</i>
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	4	6
4 BR	6	8
5 BR	8	10
6 BR	10	12

ALLOWED	
<i>Voucher Size</i>	<i>Maximum Occupancy</i>
0 BR	1
1 BR	4
2 BR	6
3 BR	8
4 BR	10
5 BR	12
6 BR	14

NOTE: Housing Quality Standards (HQS) allow two persons per living/sleeping room and would permit the maximum occupancies shown above, assuming a living room is used as a living/sleeping area.

UNIT SIZE GUIDELINES

The purpose of the size allocation is to provide the correct subsidy for the family size, to avoid overcrowding, and to avoid overhousing. THDA does not determine who shares a bedroom or sleeping room.

The following are guidelines that will be used in determining the unit size to be issued:

1. No more than two persons may share a bedroom or living/sleeping area.
2. The following categories of persons should have separate bedrooms:
 - persons of the same sex with an age difference of five years or greater (i.e. 5 and 12 year old)
 - adults of the opposite sex (other than spouses and persons living as spouses)
3. Children of the opposite sex may share a bedroom until one of the children reaches age five (5).
5. Children should not share a bedroom with a parent. However, a single parent may choose to share a bedroom with a young child (under the age of 5).
6. Foster children are included in determining unit size.
7. Live-in attendants are generally provided a separate bedroom. A single person requiring a live-in aid may be allocated a two bedroom unit.
8. Persons with verifiable medical needs or other extenuating circumstances that can be verified by an outside source may qualify for a larger unit. For example, if a husband has verified medical problems that require that he have his own room, the couple may be allocated a two-bedroom unit.
9. Space may be provided for a student who is away at school but lives with the family during school recesses.
10. Space is not provided for a family member who will be absent most of the time, such as a member who is away in the military.
11. Space is not provided for children (other than those away in school) who live out of the unit more than 50% of the time. For example, if the tenant does not have custody of a child, but the child visits on weekends, a bedroom is not allocated.
12. Families are not required to use rooms other than bedrooms for sleeping purposes in the unit size determination.
13. Unborn children are considered in determining unit size. Pregnant women are required to verify their condition with a medical source, and are issued a 2-bedroom subsidy.
14. A family should select a unit that has the number of bedrooms assigned on the voucher. However:

- Families may select smaller units than listed on the voucher as long as the unit selected has at least one sleeping or living/sleeping room for each two persons in the family. In this instance, Payment Standard used for the voucher holder is the one for the smaller size unit.
- Families may select units larger than the size shown on the voucher. The Payment Standard remains the same as the size indicated on the voucher.
- One-bedroom units are assigned to single person households because very few efficiency units exist in the rental market. However, an efficiency may be accepted if selected by a one-person family.

Single Persons who are not elderly, disabled, or require the assistance of a live-in aide may not select units larger than one bedroom.

EXCEPTIONS TO UNIT SIZE

Examples:

Single adult	1 Bedroom
Married Couple.....	1 Bedroom
Mother and daughter age 10	2 Bedroom
Mother and two daughters ages 3 and 5	2 Bedroom
Mother and two daughters ages 5 and 12	3 Bedroom
Father, son, age 13, and daughter age 1	3 Bedroom

Exceptions may be granted if it is determined that such an exception is justified because of relationship, age, sex, health, disability, or other individual circumstances.

The family may request an exception to the unit size allocated at the time the size is assigned or at a later date. This request may be made to the field staff either orally or in writing. If the exception is denied at the time of original allocation, the decision of the THDA staff stands. If the family requests an exception to unit size standards at a subsequent date and is denied, the family may appeal to THDA.



WHAT TO CONSIDER WHEN SEARCHING FOR A UNIT

✓ **Condition of the Unit.** The unit should be in such a condition that it is decent, safe, and sanitary and will meet, at a minimum, HUD's Housing Quality Standards. See the HOUSING QUALITY STANDARDS SUMMARY in the "FORMS YOU SHOULD KEEP" section.

✓ **Reasonable Rent.** Do the rent and utility allowance combined exceed the Payment Standard? Is rent comparable or similar to other rents in the area for similar size and type units?

✓ **Cost of tenant-paid utility.** Is the unit energy efficient?

✓ **Location of unit.** Is the unit conveniently located to sources of transportation, employment, schools, shopping, medical services, social services, etc.? Is the neighborhood safe--free of drugs and crime? Is the unit located in a nonpoverty area?

SUMMARY OF HOUSING QUALITY STANDARDS (HQS)

(SEE FORMS YOU SHOULD KEEP FOR A FULL SUMMARY)

♦ HQS are minimum standards applying to all units in the Housing Choice Voucher program.

A summary list of the requirements is provided in the "Forms you Should Keep" section of this document.

A more detailed explanation of Housing Quality Standards is found in the HUD Handbook for administering the Housing Choice Voucher program.

♦ When a landlord signs a lease with you and a Housing Assistance Payments Contract with THDA, he/she affirms that the unit meets Housing Quality Standards.

♦ The lease and the Housing Assistance Payments Contract MAY NOT be signed until a unit meets Housing Quality Standards.

♦ It is the landlord's responsibility to maintain the unit so it always meets Housing Quality Standards unless the tenant causes the unit to become substandard.

If a tenant causes damages to a unit that causes the unit to become substandard (e.g. tears the linoleum or breaks a window), the tenant is responsible for making the necessary repairs. The lease should specify how repairs are completed.

If THDA, HUD, or their representatives determine that a unit is substandard and the landlord refuses to make the necessary repairs, which are his responsibility, within 30-days of the date of inspection, the housing assistance payment will be abated. The unit will be reinspected within 30 days. If the repairs are not completed within the 30-day abatement period, the Housing Assistance Payments Contract will be terminated, and the tenant relocated. If the tenant refuses to make repairs that are the tenant's responsibility within 30 days of the date of inspection, assistance will be terminated. Extensions for repairs beyond 30 days may be granted for extenuating circumstances such as hospitalization or inclement weather that makes repairs impossible to complete.



FAMILY RESPONSIBILITIES

IT IS IMPORTANT THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

The Family (including each household member) Must:

1. Supply any information that THDA or HUD determines to be necessary including evidence of citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of Family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by THDA to verify that the FAMILY is living in the unit or information related to FAMILY absence from the unit.
4. Promptly notify THDA in writing when the FAMILY is away from the unit for an extended period of time in accordance with THDA policies.
5. Allow THDA to inspect the unit at reasonable times and after reasonable notice.
6. Notify THDA and the OWNER in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify THDA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request THDA written approval to add any adult family member as an occupant of the unit.
10. Promptly notify THDA in writing if any family member no longer lives in the unit.
11. Give THDA a copy of any OWNER eviction notice.
12. Pay utility bills and supply appliances that the OWNER is not required to supply under the lease.
13. Correct tenant-caused, life-threatening HQS violations within 24 hours.

The Family (including all household members) Must Not:

1. Violate any family obligation contained herein or shown on the voucher.
2. Fail to sign and submit consent forms for obtaining continuing eligibility factor verifications.
3. Fail to submit evidence of citizenship or eligible immigration status or in any way fail to comply with non-citizen rule regulations and applicable informal review procedures.
4. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured space or a participant in the Homeownership Voucher Program).
5. Commit any serious or repeated violation of the lease, including damage beyond normal wear and tear and failure to make timely rental payments.
6. Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
7. Include a household member that is subject to a lifetime registration under a State sex offender registration program.
8. Include a household member who has EVER been convicted of a drug-related criminal activity involving the manufacture or production of methamphetamine on the premises of federal assisted housing.
9. Have a criminal background as defined below:
 - 3 or more convictions for a felony drug-related, alcohol-related, violent criminal activity or other criminal activity, one of which is less than 3 years old.
 - 1 or more conviction for a misdemeanor or felony drug-related, alcohol-related, violent criminal activity or other criminal activity in the past twelve months.
 - Any household member has 1 conviction for a felony sex offense in the past 10 years or any conviction of a sex offense involving a minor in the past 10 years.
 - Any household member has 2 or more felony sex offense convictions or 1 or more felony sex conviction against a minor.
 - Any household member has been arrested 2 or more times during the past 6 months or 3 or more times during the past 12 months (felony or misdemeanor), for drug-related, alcohol-related, violent criminal activity or other criminal activity.
10. Owe rent or other amounts to THDA or another Housing Agency in connection with public housing.

11. Fail to reimburse THDA for amounts paid to an owner under a HAP Contract for rent, damage to the unit, or other amounts owed under the lease.
12. Breach an agreement with THDA to pay amount owed to THDA or amounts paid to an owner by THDA.
13. Sublease or assign the lease or transfer the unit.
14. Receive Housing Choice Voucher assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
15. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
16. Fail to comply with the Family Self Sufficiency Contract of Participation (if an FSS family).
17. Engage in or threaten abusive or violent behavior towards THDA personnel.
18. Have been evicted from public housing in the past 3 years.

REPORTING REQUIREMENTS

Certain information must be reported to THDA for a correct determination of the amount of rental assistance. Failure to report required information could cause an overpayment of assistance. Participants are required to refund any overpayments. Failure to report required information may also result in denial or termination of assistance.

Report the following within 14 days of the change:

1. Any loss of income or assets, or increase in child care or medical expenses (elderly families only) if an adjustment in rental assistance is needed.
2. All changes in family composition (anyone moving in /out).
3. Anyone starting to work (full or part-time).
4. Any change in type or source of income.
5. Receipt of a lump sum, such as an insurance settlement, lottery winning, inheritance, worker's compensation, or lump sum addition for the delayed start of a periodic payment (except Social Security).

Changes, which result in a decrease in tenant rent, are effective the first of the month following the date the change is reported as long as the change is reported within 14 days and the family cooperates in providing all necessary verifications. Failure to comply with these rules or cooperate in providing necessary paperwork will delay the effective date of the change.

Changes, which result in an increase in tenant rent, are effective upon 30 days notice prior to the first of the month as long as the change is reported within 14 days and the family cooperates in providing all necessary verifications.

OTHER REQUIREMENTS

The FAMILY:

1. MUST NOT pay the OWNER any additional rent or amounts that are not part of the lease.
2. MUST connect the utilities that are the Family's responsibility in the name of a member of the household. Utilities must be connected, and smoke detectors must work at all times.
3. MUST notify THDA if an OWNER does not make repairs in a timely manner.
4. MUST notify THDA of any absences from the unit over two weeks.
5. MUST reimburse THDA for any amounts paid to an OWNER for damages, vacancy, or unpaid rent, and any amounts owed for overpayment of subsidy.

CERTIFICATION TO THE FAMILY RESPONSIBILITIES

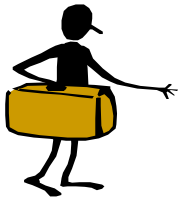
I understand that a violation of the family responsibilities listed above is grounds for denial or termination of Housing Choice Voucher Rental Assistance.



SUMMARY OF INFORMAL REVIEW/HEARING PROCEDURES

You will be notified in writing of any decision affecting your Housing Choice Voucher assistance. The procedures used when you disagree with a decision are outlined below. For additional information, contact your local THDA office.

1. THDA makes certain decisions about rental assistance for applicants or participants.
2. THDA sends a letter to the Housing Choice Voucher applicant or participant describing the decision and what the applicant or participant may do if they do not agree with the decision.
3. If the applicant or participant does not agree with THDA's decision and properly requests an informal review within fifteen (15) days, the Housing Assistance Manager of the relevant THDA Office conducts a review.
4. THDA sends a letter to the applicant or participant describing the results of the review by the Housing Assistance Manager and what the applicant or participant may do if they do not agree with the decision.
5. If the applicant or participant does not agree with the decision by the Housing Assistance Manager and properly requests further informal review within fifteen (15) days, a review is conducted by the Director of Rental Assistance or designee.
6. THDA sends a letter to the applicant or participant describing the results of the informal review by the Director of Rental Assistance or designee and what the applicant or participant can do if they do not agree with the decision.
7. If an applicant or a participant does not agree with the decision by the Director of Rental Assistance or designee and makes a proper formal appeal under the Uniform Administrative Procedures Act, a contested case hearing will be held by an State of Tennessee administrative law judge sitting alone.
8. The administrative law judge will notify the applicant or participant about the hearing. After the hearing, the administrative law judge will make a decision (an initial order), will notify the applicant or participant about the decision.
9. The decision of the administrative law judge becomes final unless THDA or other parties seek review of the decision (initial order) by the Executive Director or designee. In this case, the Executive Director's decision becomes the final order. The applicant or participant will be notified of the final order.
10. The applicant or participant may file a petition for judicial review of the final order in the Chancery Court for Davidson County within sixty (60) days of the date of the decision or final order.
11. If at any point in the process, there is no proper appeal, the unappealed decision stands and can be enforced. A petition for judicial review will not stop enforcement of the decision unless so ordered by a judge. Until a decision is final, the status quo is maintained.



RELOCATING WITH CONTINUED ASSISTANCE

Families may relocate for three reasons:

- 1) They are required to move by THDA.
- 2) The family chooses to relocate (limited to one move per year).
- 3) The owner terminates the lease and/or contract.

❖ *Portability issues (moving to another jurisdiction or state), are explained in greater detail in the Notice of Portability found in the “FORMS YOU SHOULD KEEP” section.*

- 1) When you are required by THDA to move, it will be for one of the following reasons:
 - a. THDA terminates the Housing Assistance Payment Contract with the Owner, and you remain Housing Choice Voucher eligible and want to continue under the program.
 - b. The family composition changes and you no longer qualify for the size unit you are occupying.
 - c. The unit becomes too small for the family size.
- 2) If you choose to move to another unit in your neighborhood, city, or county, you may do so but are only allowed one move per year. When you choose to move, you must:
 - a. Observe the terms and conditions of your lease with the owner.
 - b. Notify your local THDA staff person, indicating when and where you wish to move.
 - c. Give proper written notice to the owner according to the lease (must be at least a 30-day notice).

❖ *Tenants who move without following procedures for relocation and coordinating the move with the local THDA staff are responsible for their own rent and may not be eligible for future Housing Choice Voucher assistance.*

❖ *If a tenant wants to move during the initial term of the lease and remain eligible for continued rental assistance, a mutual rescission (lease cancellation) must be signed between the tenant and the landlord.*

- 3) If the Owner terminates the lease or contract, there will be no assistance paid for the unit, and you will be forced to move or pay full rent without the benefit of Housing Choice Voucher assistance. If you are still eligible for the Housing Choice Voucher program, we can issue a new voucher for you to relocate.

CITIZENSHIP REQUIREMENTS

THDA is prohibited from providing Housing Choice Voucher assistance to persons that are not a United States citizen, naturalized citizen, national or a non-citizen with eligible immigration status.

The Law. Section 214 of the Housing and Community Development Act of 1980 as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States citizens, nationals, or certain categories of eligible noncitizens either applying to or residing in specified Section 214 covered programs. Section 214 was implemented by a final "Noncitizens Rule" entitled Restrictions on Assistance to Noncitizens, which was published in the *Federal Register*, on Monday, March 20, 1995 (60 FR 14816-4861). The Noncitizens Rule became effective on **June 19, 1995**.

In order for you and your family to be eligible to receive Housing Choice Voucher assistance, every household member must submit evidence of either: (1) citizenship, or (2) eligible immigration status. If the head of household is a citizen or eligible immigrant, but one or more family members does not produce evidence of either citizenship or eligible immigration status, the family's subsidy will be prorated or reduced. Only those family members that are either citizens or eligible immigrants will receive Housing Choice Voucher assistance.

What Must be Submitted to Verify Citizenship Status? Each family member, regardless of age, is required to submit the following evidence:

- ❖ **For Citizens and Nationals:** A signed declaration of U.S. citizenship (whether by birth or naturalization).
- ❖ **For Noncitizens who are 62 years of age or older and receiving housing assistance on June 19, 1995:** A signed declaration of eligible immigration status and proof of age.
- ❖ **For All Other Noncitizens.** The evidence consists of: 1) a signed declaration of eligible immigration status; 2) the Immigration and Naturalization Service (INS) documents listed below on this page; and 3) A signed verification consent form.

Under the Noncitizens Rule, a noncitizen has eligible immigration status under any one of the following categories (established by the Immigration and Nationality Act):

- **Immigrant Status:** A noncitizen lawfully admitted for permanent residence as an immigrant, as defined by the INA. This category also includes a noncitizen that has been granted lawful temporary resident status as a special agricultural worker as defined by the INA.
- **Amnesty:** A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA.
- **Refugee, Asylum, or Conditional Entry Status:** A noncitizen who is lawfully present in the U.S. as a refugee as defined by the INA, has been granted asylum as defined by the INA, or has been granted conditional entry status as defined by the INA.
- **Parole Status:** A noncitizen who is lawfully present in the U.S. as a result of parole status as defined by the INA.
- **Threat To Life or Freedom:** A noncitizen who is lawfully present in the U.S. as a result of threat to life or freedom as defined by the INA.

Evidence of eligible immigration status must be submitted at the same time as all other documents necessary to determine eligibility are submitted.

*For family member(s) added to the household after initial admission, the required evidence shall be submitted at the first interim or regular reexamination following the person's occupancy.

INS Documents. The original of one of the following documents is acceptable evidence of eligible immigration status subject to verification:

- 1) Form I-551, Alien Registration Receipt Card;
- 2) Form I-94, Arrival-Departure Record, with one of the following annotations:
 - a) "Admitted as Refugee Pursuant to Section 207";
 - b) "Section 208" or "Asylum";
 - c) "Section 243(h)" or "Deportation stayed by Attorney General";
 - d) "Paroled Pursuant to Section 212(d)(5) of the INA"
- 3) If Form I-94, Arrival-Departure Record, is not annotated then accompanied by one of the following documents:
 - a) A final court decision granting asylum (but only if no appeal is taken);
 - b) A letter from INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);
 - c) A court decision granting withholding of deportation; or
 - d) A letter from an asylum officer granting withholding of deportation (if application filed on or after October 1, 1990).
- 4) Form I-688, Temporary Resident Card, annotated "Section 245A" or "Section 210";
- 5) Form I-688B, Employment Authorization Card, annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.12";
- 6) A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified;
- 7) If other documents are determined by the INS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*.

Note: Family members are required to submit the original document(s) providing acceptable evidence of eligible immigration status. The HA will make the necessary copies.

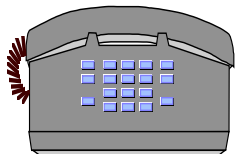
Assistance to an applicant family will be denied, in accordance with procedures for any of the following events:

- 1) Evidence of citizenship and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or
- 2) Evidence of citizenship and eligible immigration status is submitted timely, but INS primary and secondary verification does not verify eligible immigration status of a family member; and a) The family does not pursue appeal or informal hearing rights; or b) INS appeal and HA informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

Three forms of appeal process are available to both applicants and tenants: appeal to the INS, appeal to THDA, judicial relief.

Assistance to a family/tenant may not be delayed or denied, or terminated for ineligible immigration status if:

- 1) The primary and secondary verification of any immigration documents that were timely submitted has not been completed;
- 2) The family member for whom required evidence has not been submitted has moved from the tenant's dwelling unit;
- 3) The family member who is determined not to be in an eligible immigration status following INS verification has moved from the tenant's dwelling unit;
- 4) The INS appeals process has not been concluded;
- 5) For a tenant, the HA informal hearing process has not been concluded;
- 6) Assistance is prorated



IF YOU NEED DETAILED INFORMATION REGARDING THE NONCITIZENS RULE, PLEASE CONTACT YOUR LOCAL THDA OFFICE.

FAIR HOUSING

IT'S YOUR RIGHT!! THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- ♦ Race or color (ethnic background)
- ♦ National origin
- ♦ Religion
- ♦ Sex
- ♦ Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- ♦ Disability

WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing ---operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following sanctions based on race, color, national origin, religion, sex, familial status or disability:

- ♦ Refuse to rent or sell housing
- ♦ Refuse to negotiate for housing
- ♦ Make housing unavailable
- ♦ Deny a dwelling
- ♦ Set different terms, conditions or privileges for sale or rental of a dwelling
- ♦ Provide different housing services or facilities
- ♦ Falsely deny that housing is available for inspection, sale or rental
- ♦ For profit, persuade owners to sell or rent (blockbusting) or
- ♦ Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- ♦ Refuse to make a mortgage loan
- ♦ Refuse to provide information regarding loans
- ♦ Impose different terms of conditions on a loan
- ♦ Discriminate in appraising property
- ♦ Refuse to purchase a loan or
- ♦ Set different terms or conditions for purchasing a loan.

In Addition: It is illegal for anyone to:

- ♦ Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- ♦ Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- ♦ Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- ♦ Have a record of such disability or
- ♦ Are regarded as having a disability your landlord may not:
 - ⇒ Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense,, if necessary for the handicapped person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - ⇒ Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the handicapped person to use the housing.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Requirements for New Buildings: In buildings that area ready for first occupancy after march 13, 1991, and have an elevator and four or more units:

- ♦ Public and common areas must be accessible to persons with disabilities
- ♦ Doors and hallways must be wide enough for wheelchairs
- ♦ All units must have:
 - ◇ An accessible route into and through the unit
 - ◇ Accessible light switches, electrical outlets, thermostats and other environmental controls

- ◇ Reinforced bathroom walls to allow later installation of grab bars and
- ◇ Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has not elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

HOUSING OPPORTUNITIES FOR FAMILIES

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- ◆ A parent
- ◆ A person who has legal custody of the child or children or
- ◆ The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- ◆ The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program; or
- ◆ It is occupied solely by persons who are 62 or older; or
- ◆ It houses at least one person who is 55 or older in at least 80 percent of the occupied units; has significant services and facilities for older persons; and adheres to a published policy statement that demonstrates an intent to house persons who are 55 or older. The requirement for significant services and facilities is waived if providing them is not practicable and the house is necessary to provide important housing opportunities for older persons.

A transition period permits residents on or before September 13, 1988 to continue living in the housing, regardless of their age, without interfering with the exemption.

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may fill out the Housing Discrimination Complaint Form included in this packet, write HUD a letter or telephone the HUD Hotline. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD:

- ◆ Your name and address
- ◆ The name and address of the person your complaint is against (the respondent)
- ◆ The address or other identification of the housing involved
- ◆ A short description of the alleged violation (the event that caused you to believe your rights were violated)
- ◆ The date(s) of the alleged violation

Where to Write: Send the Housing Discrimination Complaint Form or a letter to the HUD regional office nearest you (addresses on the Complaint Form) or to:

**Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000**

Where to Call: If you wish, you may use the toll-free Hotline number: 1-800-669-9777. (In Washington, DC call 708-0836.)

If You Are Disabled: HUD also provides:

- ◆ A toll-free TDD phone for the hearing impaired: 1-800-927-9275. (In Washington, DC, call 708-0836.)
- ◆ Interpreters
- ◆ Tapes and Braille materials
- ◆ Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you when it receives your complaint. Normally, HUD also will:

- ◆ Notify the alleged violator of your complaint and permit that person to submit an answer
- ◆ Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- ◆ Notify you if it cannot complete an investigation within 100 days of receiving your complaint.

Conciliation: HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

Complaint Referrals: If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

WHAT IF YOU NEED HELP QUICKLY?

If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- ♦ Irreparable harm is likely to occur without HUD's intervention
- ♦ There is substantial evidence that a violation of the Fair Housing Act occurred

Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION:

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

The Administrative Hearing: If your case goes to an administrative hearing, HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALJ) will consider evidence from you and the respondent. If the ALJ decides that discrimination occurred, the respondent can be ordered:

- ♦ To compensate you for actual damages, including humiliation, pain and suffering.

- ♦ To provide injunctive or other equitable relief, for example, to make the housing available to you.
- ♦ To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties -are \$10,000 for a first time violation and \$50,000 for a third violation within seven years.
- ♦ To pay reasonable attorney's fees and costs.

Federal District Court: If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALJ, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition the court can award punitive damages.

IN ADDITION

You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

Other Tools to Combat Housing Discrimination:

- ♦ If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- ♦ The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information: The purpose of this section is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD regional office nearest you or:

**Office of Fair Housing and Equal Opportunity
Room 5116
Department of Housing and Urban Development
451 Seventh Street, S.W.
Washington, DC 20410-2000
(202) 708-2878**

LIST OF FORMS AND EXPLANATIONS

The following is an explanation of forms you are required to sign or use. The booklet has a copy of each form for you to keep. The copies at the back of the booklet will be signed by you and given to the THDA staff.

1. **Citizenship Declaration.** There are 2 forms that accompany this procedure. These are:
 - Declaration of Section 214 Status.** This form is completed for each household member, both adults and children, and is the certification of U. S. citizenship or eligible immigrant status.
 - Verification Consent Form.** This form is used to obtain authorization from each family member that
to verify eligibility from the Immigration and Naturalization Service.
2. **Authorization for the Release of Information (HUD and THDA).** By signing these forms, you are authorizing THDA and/or HUD to request verification of income from sources listed on the forms.
3. **Applicant/Tenant Certification when Providing Information to THDA.** This form cites the state law for providing false or inaccurate information and states the penalty for providing false information. The applicant/tenant certification is your signed statement that the information you have provided to THDA is complete and correct.
4. **Family Responsibilities.** This is a summary of your responsibilities as a participant in the Housing Choice Voucher program.
5. **Things You Should Know.** This HUD form gives you the federal penalties for submitting false or incomplete information.
6. **Notice of Portability.** This form explains your rights to relocate with your voucher within Tennessee or to other states.
7. **Lead-Based Paint Brochure.** *Protect Your Family from Lead in the Home* gives you information about the hazards of lead-based paint and what to do if you suspect a family member has been exposed to lead-based paint.
8. **Summary of Housing Quality Standards.** This form summarizes the minimum standards for units in the Housing Choice Voucher program.
9. **Housing Discrimination Complaint.** Keep this form to file a complaint if you think you have been discriminated against when searching for housing because of your race, color, creed, age, religion, sex, national origin, handicap, or familial status.
10. **Request for Tenancy Approval.** When you find a unit to rent, the owner completes this form. You and the owner sign it and you give it to the THDA field staff. If the owner is using his own lease, an unsigned copy of the lease must also accompany the RTA. A signed (by both the tenant and owner) Lead Based Paint Disclosure Form (see below) must also accompany the RTA.

11. **Lead Based Paint Disclosure Form.** This form *must accompany the RTA* when the unit was built before 1978. By law, the owner of the property must disclose to a prospective tenant any known lead-based paint or lead based paint hazards present in the rental housing and provide a prospective tenant with an EPA approved pamphlet on lead-based paint, called *Protect Your Family from Lead in the Home*. Both you and the landlord must sign the Disclosure form, and THDA is required to receive a copy of the signed Lead Based Paint Disclosure Form and keep a copy on file. The EPA-required Lead Based Paint Brochure, *Protect Your Family from Lead in the Home* is part of this booklet also.
12. **Tenancy Addendum.** You may give this form to an owner who is willing to lease to you. This form contains prohibited lease provisions and other information that must be attached to owner leases approved for use in the Housing Choice Voucher program.
13. **Model Lease.** If the owner of the property you select does not have a lease that he/she uses with other tenants, or wishes to use THDA's Model Lease, a copy is included in this booklet.

FORMS LISTED IN THIS BOOKLET ARE AVAILABLE BY
CONTACTING ANY SECTION 8 FIELD OFFICE, OR BY
CONTACTING THE SECTION 8 CENTRAL OFFICE AT
615-741-4980.